

EXHIBIT D

LEITMAN BROTHERS
LMA TRADE CONFIRMATION (PAR)

To: Banc of America Securities Limited

Date: 7th March 2008

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par Trade Transactions of the Loan Market Association ("LMA") as in effect on the Trade Date, which are incorporated in this Confirmation.

1. **Credit Agreement Details:**
 Borrower(s): Velt Group Plc
 Guarantor(s): As per Part I of Schedule I of the Credit Agreement
 Agent Bank: HSBC Bank PLC
 Date: 27th April 2006
 Facility Amount: As detailed in the credit agreement dated 17th April 2006
 Governing Law: English
2. **Trade Date:** 7th February 2008
3. **Settlement Date:** ☒ TD+10 or as soon as practicable
4. **Seller:** Lehman Commercial Paper Inc., UK Branch
 as ☒ principal ☐ agent for
5. **Buyer:** Banc of America Securities Limited
 as ☒ principal ☐ agent for
6. **Details of Traded Portion:**
 Name of Tranche/Facility: Term B2
 Nature (Revolving, Term, Acceptances):
 Guarantee/Letter of Credit, Other):
 Term:
 Contractual Margin:
 Final Maturity: 29th October 2012
 Traded Portion of Commitment:
 - Amount:
7. **Pricing**
 Name of Tranche/Facility: Term
 Purchase Rate:
8. **Accrued Interest:**
☒ settled without accrued interest
☐ paid on Settlement Date
☐ discounted from next roll-over date
☐ N/A
9. **Break Costs:**
☒ as specified in Condition 12 of LMA Terms and Conditions
☐ None
☐ Other (specify) _____
10. **Transfer Costs:**
 Recordation and Transfer fee of GBP 1,250.
 Payable by
☐ Buyer
☒ Buyer and Seller in equal shares
☐ Seller
☐ N/A (participations)
 Stamp duties and other applicable transfer taxes and any costs attributable to transfer of security are:
☒ payable by Buyer
☐ payable by other
☒ N/A (participations)
11. **Form of Purchase:**
☒ Transfer Certificate (from Credit Agreement)
☐ LMA Transfer Agreement
☐ LMA Assignment
☐ LMA Funded Participation
☐ LMA Funded/Risk Participation
☐ LMA Risk Participation
☐ LMA Risk to Funded Participation
☐ Other (specify details)
12. **Transaction Documentation:**
 To be prepared by:
☒ Seller
☐ Buyer
13. **Credit Documentation to be provided:**
☐ Yes ☒ No
14. **Process Agents:**
 Buyer: ☒ No ☐ Yes
 (details) _____
 Seller: ☒ No ☐ Yes
 (details) _____

15. Other Terms of Trade

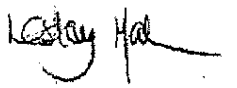
- ☒ This transaction is subject to the granting of any third party consents required under the terms of the Credit Agreement, or otherwise by law.
- ☐ If any required consent is not obtained by the proposed Settlement Date (or such other date as the parties may agree) each of the Buyer and the Seller agrees to use all reasonable efforts (subject to the terms of the Credit Documentation) to settle this transaction as a:
- ☐ Funded Participation
☐ Risk Participation
☐ Funded/Risk Participation
☐ Risk to Funded Participation
- ☐ This transaction is subject to a satisfactory legal review by the Buyer of the sufficiency of the Credit Documentation.

- ☐ This transaction is subject to a satisfactory review by the Buyer of the arrangements pursuant to which the interest of the Seller in the Traded Portion derives from the lender of record (applicable only where the Seller is not a lender of record).
- ☐ This transaction shall also be subject to the successful completion of the sale/purchase or participation by the Buyer/Seller of the asset to be purchased/sold or participated hereunder.
- ☒ This transaction is subject to compensation for delayed settlement and buy-in/sell-out damages.
- ☐ _____

Please sign and return this letter to the attention of the contact person mentioned below no later than the close of business on 12th March 2008 at the fax number or electronic mail address mentioned below. Please note that, in accordance with the LMA Standard Terms and Conditions for Par Trade Transactions, any disagreement with the terms set out above must be notified to us no later than this time.

BUYER Bank of America Securities Limited

Contact Person:
Fax No:
E-Mail:
Phone No:
By:

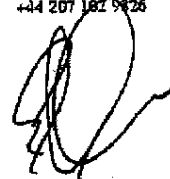

Lesley Morrison
Assistant Vice President

Name:
Title:
Date:

SELLER Lehman Commercial Paper Inc., UK Branch

Contact Person: Schopun Joona
Fax No: +44 207 102 9826
E-Mail: schopun.joona@lehman.com
Phone No: +44 207 182 9826
By:

Name:
Title:
Date:



LMA TRADE CONFIRMATION (PAR)

To: *Banc of America Securities Limited*
Attention: *Helmut Martin*
Phone No.: *4402071745849*
Fax No.: *4402071746423*
Email: *helmut.martin@bankofamerica.com*

From: *Lehman Commercial Paper Inc., UK Branch*
Attention: *Denise Rosselli*
Phone No.: *(212)526-1490*
Fax No.: *(646)758-4993*
Email: *drosselli@lehman.com*

Date: *12 September 2008*

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par Trade Transactions of the Loan Market Association ("LMA") as in effect on the Trade Date, which are incorporated in this Confirmation.

1. Credit Agreement Details:

Borrower(s): *Telewest Communications Networks Limited*
VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED
VMIH SUB LIMITED

Guarantor(s): *As per Credit Agreement*

Agent Bank: *Deutsche Bank AG London Branch*
Date: *03 March 2006 (as amended and restated)*
Governing Law: *English*
Facility Amount:

- Security:* *Yes*
2. **Trade Date:** *02 September 2008*
3. **Settlement Date:** *16 Sept. 08 -* *T + 10 or as soon as practicable otherwise agreed between Buyer and Seller*
4. **Seller:** *Lehman Commercial Paper Inc., UK Branch* ☒ **Principal**
5. **Buyer:** *Banc of America Securities Limited* ☒ **Principal**

6. **Details of Traded Portion:**

Tranche/Facility: A Commitment
Nature: Term
Contractual Margin:
Recurring Fees: None
Final Maturity:
Traded Portion of Commitment:

7. **Pricing:**

Name of Tranche/Facility: A Commitment
Purchase Rate:
Upfront Fee: N/A

Traded Margin:

8. **Accrued Interest:** Settled Without Accrued Interest

9. **Break Costs:** as specified in Condition 12 of LMA Terms and Conditions

10. **Transfer Costs:**

Recordation and Transfer fee:

Recordation Fee is split and no more than one half.

Stamp duties and other applicable transfer taxes and any costs attributable to transfer of security are:

N/A

11. **Form of Purchase:** Transfer Certificate from Credit Agreement

12. **Transaction Documentation:**

To be prepared by: ~~Buyer~~ Seller / Clearpar

13. **Credit Documentation to be provided:** No

14. **Process Agents:** Buyer: No
Seller: No

15. **Other Terms of Trade:**

This transaction is subject to compensation for delayed settlement, from T+10, and buy-in/sell-out damages.

This transaction is subject to the granting of any third party consents required under the terms of the Credit Agreement, or otherwise by law.

This transaction is subject to a satisfactory legal review by the Buyer of the sufficiency of the Credit Documentation.

This transaction is subject to a satisfactory review by the Buyer of the arrangements pursuant to which the interest of the Seller in the Traded Portion derives from the lender of record (applicable only where the Seller is not a lender of record).

This transaction shall also be subject to the successful completion of the sale/purchase ~~or participation~~ by the Buyer/Seller of the asset to be purchased/sold ~~or participated~~ hereunder.

Please sign and return this letter to the attention of Harry Bamrah no later than the close of business 15 September 2008 by fax at 442074880619 or by email at harry.bamrah@fnis.com. Please note that, in accordance with the LMA Standard Terms and Conditions for Par Trade Transactions, any disagreement with the terms set out above must be notified to us no later than this time.

If you have any questions, please contact Harry Bamrah at 442074235622.

Lehman Commercial Paper Inc., UK Branch


Banc of America Securities Limited

By: _____

Name: Cindy Eng
Title:

By:  _____

Name: Holmut Martin
Title: Officer

LMA TRADE CONFIRMATION (PAR)

To: *Banc of America Securities Limited*
Attention: *Helmut Martin*
Phone No.: *4402071745849*
Fax No.: *4402071746423*
Email: *helmut.martin@bankofamerica.com*

From: *Lehman Commercial Paper Inc., UK Branch*
Attention: *Denise Rosselli*
Phone No.: *(212)526-1490*
Fax No.: *(646)758-4993*
Email: *drossell@lehman.com*

Date: *12 September 2008*

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Agent Bank: *Deutsche Bank AG London Branch*
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Governing Law: *English*
Facility Amount:

- Security:* *Yes*
2. **Trade Date:** *02 September 2008*
3. **Settlement Date:** *16 Sept. 08 - T + 10 or as soon as practicable otherwise agreed between Buyer and Seller*
4. **Seller:** *Lehman Commercial Paper Inc., UK Branch* ☒ **Principal**
5. **Buyer:** *Banc of America Securities Limited* ☒ **Principal**

6. **Details of Traded Portion:**

Tranche/Facility: A Commitment

Nature: Term

Contractual Margin:

Recurring Fees: None

Final Maturity: 60 months after the Merger Closing Date

Traded Portion of Commitment:

7. **Pricing:**

Name of Tranche/Facility: A Commitment

Purchase Rate:

Upfront Fee: N/A

Traded Margin:

8. **Accrued Interest:** Settled Without Accrued Interest

9. **Break Costs:** as specified in Condition 12 of LMA Terms and Conditions

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Recordation Fee is split and no more than one half.

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To be prepared by: ~~Buyer~~ Seller / Clearpar

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Lehman Commercial Paper Inc., UK Branch


Banc of America Securities Limited

By: _____

Name: Cindy Eng
Title:

By:  _____

Name: Helmut Martin
Title: Officer